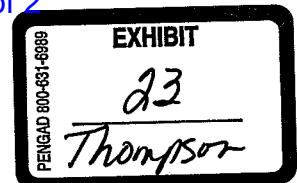


Exhibit 54



Term Sheet for Reinstatement Lynsey Thompson

1. **Findings.** The external investigation found that definite grounds for termination for cause exist. However, the Company is willing to allow you to remain employed at AAC contingent on your written consent to the following terms. Upon receipt of written consent, you will be immediately permitted to return to work upon the terms reflected herein. These terms will be reflected in revised employment agreements which you will be required to execute within seven (7) days of receipt. Failure to execute the revised employment agreement will be viewed as a rejection of the terms of this agreement and will result in the Company terminating you with cause based upon the findings of the internal investigation.
2. **Probation.** Upon return to work, you will be on a 12 month probationary period wherein ANY violation of the Company's compliance policies or a material violation of any other company policy will result in immediate termination for cause. Further, any violation of a regulation or law which pertains to the operation of the business or reflects adversely upon the business would result in immediate termination for cause. As part of your probation requirements you will also need to attend additional compliance training and will be required to sign an acknowledgment that you may not maintain personal firearms on the premises unless required approval is received from HR and the weapons are properly registered in the Bound Book.
3. **Titles and Responsibilities.** Upon return, your title will be "Operations Manager." However your duties will no longer include any responsibility for human resources or compliance (a specific job description will be created subject to written acceptance of this term sheet).

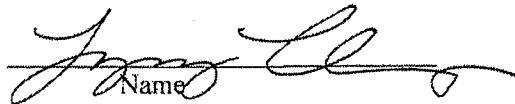
4. **Compensation.** For the 12-month probationary period, base and bonus targets will be reduced as follows:

Current		New		Per discussion with Jason Schauble
Base	Bonus	Base	Bonus	
105,500	50%	98,000 98,000	25% 40%	

Solely at its discretion, FGI management may reinstate the current base and bonus levels upon successful completion of the probationary period.

5. **Good Cause.** Your reinstatement is conditioned upon your acknowledgment that the provisions of this Term Sheet do not trigger the "Good Cause" article in your current employment agreements.

I hereby acknowledge that I understand and accept the terms stated above and will sign a revised employment agreement containing these terms.


Name

Date

1/9/11